

RESOLUTION NO. 2004-61-111

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RATIFYING THE CITY MANAGER'S AWARD AND EXECUTION OF A CONTRACT WITH SOUND PERFORMANCE, INC., FOR THE INSTALLATION OF AUDIO AND VIDEO EQUIPMENT AT CITY HALL, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INSTRUCTIONS TO CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens desires to complete the relocation to the new City Hall at 1515 N.W. 167th Street, Miami Gardens, by June 2004, and

WHEREAS, the project is currently in a phase where wiring and other forms of interior installation is required, since the drywall and tiling will be installed shortly, and

WHEREAS, audio and video equipment must be installed in the new City Hall, and

WHEREAS, City staff has made a determination that the audio and video equipment must be installed on an emergency basis, and

WHEREAS, due to the emergency, as determined by City staff, the City Manager has executed an Agreement with Sound Performance, Inc., for the installation of certain audio and video equipment, without the approval of the City Council, and without it being reviewed for legal sufficiency by the City Attorney, and

WHEREAS, prior to executing the Agreement with Sound Performance, Inc., City staff solicited bids from six vendors, and

WHEREAS, City staff received three responsive bids, one from Sound Performance, Inc., in the amount of \$20,704.53, one from Security & Sound System, Inc., in the amount of \$21,570.00, and one from Audio Visual Design Studio in the amount of \$7,399.18, and

WHEREAS, the bid from Audio Visual Design Studio did not include comparable equipment, nor the cost of labor, and

WHEREAS, the City Manager decided to contract with Sound Performance Inc., because of the amount of their bid and because they appear to be qualified to perform the services requested, and

WHEREAS, the City Manager requests that the City Council ratify his actions in entering into an Agreement with Sound Performance, Inc., for the installation of audio and video equipment at the new City Hall,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

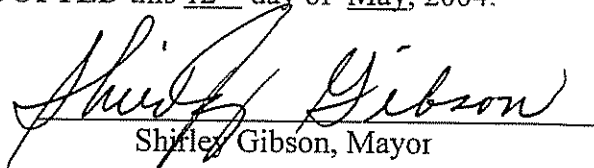
SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. RATIFICATION: The City Council hereby ratifies the actions of the City Manager in entering into the Agreement with Sound Performance, Inc. for the installation of audio and video equipment at the new City Hall, a copy of which is attached hereto as Exhibit "A."


SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to maintain a copy of the executed Agreement.

SECTION 4. EFFECTIVE DATE: This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 12th day of May, 2004.


Shirley Gibson, Mayor

ATTEST:


Ronetta Taylor, CMC
City Clerk

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY:

Sonja K. Knighton, City Attorney

Sponsored by: Danny Crew, City Manager

Moved by: Councilman Braynon

Seconded by: Councilwoman Watson

VOTE: 6-1

Mayor Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Oscar Braynon, II	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Audrey J. King	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> </u> (Yes)	<u> x </u> (No)
Councilwoman Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)

Contract

This Agreement is made as of the 28th day of April 2004. Between The City of Miami Gardens, "Owner" with principle offices located at 17801 NW 2nd Avenue, Miami Gardens Florida 33401 and Sound Performance, Inc. "Contractor" with offices located at 4030 Aurora Street Coral Gables Florida 33146

A. The general project description is contained in the attached document and related documents from herein referred to as the "Proposal"

B. The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.

C. The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.

D. Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered

E. Payment is due immediately after invoicing. Unpaid balance beyond 10 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest. Until full payment of the purchase price including any extras is made, Contractor shall retain title to the goods set forth herein. Contractor shall further have a security interest in the goods set forth herein, in order to secure payment and performance of all buyer's obligations. Any orders and/or contracts canceled once accepted will incur a twenty-five (25%) charge or the amount billed. All unpaid balances are subject to interest at one and one half percent (1.5%) per month thirty (30) days after amount becomes due. In the event that non-payment exceeds sixty (60) days from date of equipment delivery or fourteen (14) days past completed installation date, seller shall have legal right to retake possession of all said equipment that was delivered to the buyer, buyer waives the necessity of seller posting a bond. The buyer shall remain liable for any deficiency thereupon arising from such subsequent sale of the above-described equipment. It is further agreed that buyer will be legally obligated for all costs of collections including, but not limited to, court costs and attorney's fees.

F. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.

G. The labor amount charged is configured for 3 phases of the project; up to 3 trips for pre-wire, up to 2 trips for trim and then final termination. Should the project require extra trips for phase 1 or 2 due to construction scheduling. Sound Performance reserves the right to bill for the extra labor accordingly.

H. If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$75 per man, per hour for all extra labor involved in completing the job.

I. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

J. Any concrete openings to install speakers and/or controls to be provided by Owner. All other work including carpentry, sheetrock, concrete work, installation of piping or conduit (through finished box installation) by others are not included in proposal. Client must provide electrical power for all equipment. Once product(s) have been delivered and signed for, Sound Performance is no longer responsible to such equipment for theft or damage by others.

K. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Florida, city of Miami applicable to agreements made and entirely to be performed within such jurisdiction.

Contract**Phases**

Pre Wiring rough-in
 Installation of equipment.
 Programming and training

<u>Payment Schedule</u>	<u>Amount</u>	<u>Due Date</u>
Initial Payment	\$5,000.00	Upon completion of pre wire
Progress Payment	\$5,000.00	Prior to delivery of equipment
Final Payment	\$10,704.53	Upon completion of installation

1. Contract Documents and Details

The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

2. Time

With respect to schedule completion of the tasks in section D, time is of the essence. If Contractor is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond Contractor's control, the completion schedule for the work or affected parts of the work shall be extended by the same amount of the time caused by the delay.

3. Payments and Completion

The above Payment Schedule is a guideline and approximation. Since contractor will, if possible, open, test and burn-in equipment before delivery, all components must be paid for before delivery to job site. Payments may not be withheld under any circumstances. Any disputes due to legal claims will be settled independently in good faith between the parties. Final payment shall be due immediately following completion of the project. Contractor will hold owner harmless with respect to claims of subcontractors and suppliers.

4. Insurance:


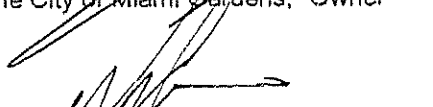
Contractor shall purchase and maintain such insurance necessary to protect from claims under workers compensation and from any damage to the owners property resulting from the conduct of this contract.

5. Changes in the Contract

The owner may order changes, additions, or modifications without invalidating the contract. Such changes must be in writing and signed by the owner. The contractor shall provide the owner in writing the amount of additional costs or cost reductions resulting from changes ordered within 15 working days unless this requirement is waived in writing by the owner. Change Orders shall be paid in full upon acceptance of change and shall not alter the contract's payment schedule. In case of product unavailability or discontinuation, contractor reserves the right to substitute equipment of equal or better quality with client's approval. Contractor will be held blameless in case of product unavailability or discontinuation.

6. Warranty

Contractor warrants all parts and labor involved in an installation for one year. Contractor also warrants all workmanship for a period of ninety days after final completion. Equipment warranties are by each individual manufacturer.


 The City of Miami Gardens, "Owner"

 Sound Performance, Inc. "Contractor"

Date: 5-10-04 2004

Date: 5-13 2004

Po# 100137

Proposal

Sound Performance, Inc.

4030 Aurora Street

Created: 4/29/2004

Project Number:1557-00

City of Miami Gardens17801 NW 2 Avenue
Miami FL 33169

Qty	Description	List Price
Auditorium		
12	ADS R80IC 8" 2-WAY IN-CEILING LOUDSPEAKER	
1	DBX 1231 THE BEST COMPONENTS WERE UTILIZED, YIELDING A 10HZ TO 50KHZ FREQUENCY RESPONSE	
100	GENERIC PRE-WIRE WIRE RUNS FOR AUDIO, VIDEO, DATA,	
1	MARANTZ CDR-510 CD RECORDER/PLAYER	
1	MIDDLE ATLANTIC PRODUCTS 5-37 37 SPACE (64 3/4")KD RACK FRAME, BLACK FINISH	
1	MIDDLE ATLANTIC PRODUCTS 5W SET OF 4 CASTERS FOR ANY SLIM 5, WITH MOUNTING HARDWARE	
1	PANAMAX MAX® 5500 ACREGENERATOR® STATE-OF-THE-ART NOISE FILTRATION AND POWER PROTECTION FOR AUDIO/VIDEO SYSTEMS	
11	SHURE EZG/18SE THE EASYFLEX LINE OF 'MINIATURE GOOSENECK CONDENSER MICROPHONES ARE THE PERFECT CHOICE TO REINFORCE CHOIRS AND PERFORMANCE GROUPS IN RECORDING OR SOUND REINFORCEMENT WHERE QUALITY, VALUE AND BUDGET ARE THE PRIMARY CONSIDERATIONS - 18" CARDIOID W/ 10' SIDE	
2	SHURE SCM 810 THE SHURE MODEL SCM810 IS AN AUTOMATIC MICROPHONE MIXER USING SHURE'S PATENTED INTELLIMIX? PERATIONAL CONCEPT	
2	SHURE SM58-LC THE SHURE SM58 IS A UNIDIRECTIONAL (CARDIOID) DYNAMIC VOCAL MICROPHONE DESIGNED FOR PROFESSIONAL VOCAL USE IN SOUND REINFORCEMENT AND STUDIO RECORDING. A HIGHLY EFFECTIVE, BUILT-IN, SPHERICAL FILTER MINIMIZES WIND AND BREATH "POP" NOISE. A CARDIOID PICKUP	
1	XANTECH PA635 SIX-CHANNEL POWER AMPLIFIER (WITH BUILT-IN IR CONTROL). IT HAS A 6,5,4,3 ,MULTI-CHANNEL CAPABILITY PERMITS A WIDE VARIETY OF OTHER USES SUCH AS SURROUND SOUND HOME THEATER APPLICATIONS.	

Proposal

Qty	Description	List Price
		Auditorium Total: \$13,647.15
Video		
<hr/>		
1	CHIEF RPA-064 WORKS WITH INFOCUS LP640	
1	DA-LITE MODEL C 72" X 96" HIGH POWER SCREEN	
100	GENERIC PRE-WIRE WIRE RUNS FOR VIDEO PROJECTION	
1	INFOCUS LP500-V 2000 ANSI LUMENS, DLP PROJECTOR	
		Video Total: \$3,500.01
		<hr/> Project Subtotal: \$17,147.16

Proposal

Project Summary

Equipment:	\$17,147.16
Misc. Parts:	\$857.37
Install Labor:	\$2,700.00
Grand Total:	\$20,704.53

Owner: _____

DATE: _____

Contractor: Sound Performance _____

DATE: _____